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Counsel to Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION

In re:

5 BEVERLY COMMUNITY HOSPITAL
ASSOCIATION, dba BEVERLY HOSPITAL
6 (A NONPROFIT PUBLIC BENEFIT
CORPORATION), *et al.*¹

Debtors.

Case No.: 2:23-bk-12359-SK

Jointly administered with:

Case No: 2:23-bk-12360-SK

Case No: 2:23-bk-12361-SK

Chapter 11 Case

Affects all Debtors

Affects Beverly Community Hospital Association

21 Affects Montebello Community Health
Services, Inc.

Affects Beverly Hospital Foundation

**NOTICE OF EXECUTORY CONTRACTS
AND UNEXPIRED LEASES
DESIGNATED BY WHITE MEMORIAL
MEDICAL CENTER D/B/A ADVENTIST
HEALTH WHITE MEMORIAL FOR
ASSUMPTION AND ASSIGNMENT**

[Related Docket Nos. 308, 378, 412, 450, 635, 638]

Date: August 17, 2023

Time: 9:00 a.m.

Judge: Hon. Sandra R. Klein

Place: Zoom.Gov

¹ The Debtors in these chapter 11 cases, along with the last four digits of each debtor's federal tax identification number, are: Beverly Community Hospital Association d/b/a Beverly Hospital (6005), Montebello Community Health Services, Inc. (3550), and Beverly Hospital Foundation (9685). The mailing address for the Debtors is 309 W. Beverly Blvd., Montebello, California 90640.

1 **TO THE HONORABLE SANDRA R. KLEIN, UNITED STATES TRUSTEE,**
2 **REGION 16, ALL OF THE DEBTORS' SECURED CREDITORS, TOP 30 UNSECURED**
3 **CREDITORS, OFFICIAL COMMITTEE OF UNSECURED CREDITORS, AND ALL**
4 **OTHER PARTIES IN INTEREST:**

5 **PLEASE TAKE NOTICE** that on May 23, 2023, the above-captioned debtors and debtors
6 in possession (the “Debtors”)² filed their *Debtors’ Notice of Motion and Motion for the Entry of an*
7 *Order (I) Approving Asset Purchase Agreement for Stalking Horse Purchaser and for Prospective*
8 *Overbidders, (II) Approving Bid Protections, (III) Approving Bidding Procedures, (IV) Scheduling*
9 *Certain Dates Thereto, and (V) Approving Form of Notice; and (VI) Scheduling Court Hearing to*
10 *Approve Sale Free and Clear to the Successful Bidder* [Docket No. 308] (the “Bidding Procedures
11 Motion”).

12 **PLEASE TAKE FURTHER NOTICE** that on June 2, 2023, the Court entered an *Order*
13 *Approving Debtors’ Motion for the Entry of an Order (I) Approving Asset Purchase Agreement for*
14 *Stalking Horse Purchaser and Prospective Overbidders, (II) Approving Bid Protections, (III)*
15 *Approving Bidding Procedures, (IV) Scheduling Certain Dates Thereto, (V) Approving Form of*
16 *Notice, and (VI) Scheduling Court Hearing to Approve Sale Free and Clear to the Successful Bidder*
17 *[Docket No. 378]* (the “Bidding Procedures Order”).

18 **PLEASE TAKE FURTHER NOTICE** that, in accordance with the assumption and
19 assignment procedures authorized by the Court pursuant to the Bidding Procedures Order, on June
20 9, 2023, the Debtors filed and served their *Notice to Counterparties to Executory Contracts and*
21 *Unexpired Leases of the Debtors That May Be Assumed and Assigned* [Docket No. 412] (the “Cure
22 Notice”), which included as Exhibit A attached thereto a schedule (the “Original Cure Schedule”)
23 detailing the Executory Contracts Subject to Assumption and the amounts, if any, the Debtors
24 asserted are owed to cure any defaults existing thereunder. On June 22, 2023, the Debtors filed their
25 *Debtors’ Notice of Amended Cure Schedule and Amended Notice to Counterparties to Executory*
26 *Contracts and Unexpired Leases of the Debtors That May Be Assumed and Assigned* [Docket No.
27

28 ² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Cure Notice (as
defined herein) or the Sale Motion (as defined herein), as applicable.

1 450] (the “Amended Cure Notice”), which included an amended cure schedule (the “Amended Cure
2 Schedule”) correcting inadvertent errors and revised cure amounts in response to informal objections
3 received from counterparties to certain Executory Contracts Subject to Assumption.

4 **PLEASE TAKE FURTHER NOTICE** that on June 27, 2023, in accordance with the
5 Bidding Procedures Order, the Debtors called and commenced the Auction for the sale of
6 substantially all of their assets, as further detailed in the *Declaration of Justin R. Bernbrock (I)*
7 *Regarding Results of Auction Held on June 27, 2023, and (II) In Support of Stipulation to Continue*
8 *Sale Hearing Filed Concurrently Herewith* [Docket No. 480]. On June 28, 2023, the Debtors filed
9 their *Notice of Successful Bidders for Substantially All of the Debtors’ Assets* [Docket N0. 481]
10 detailing, among other things, that at the conclusion of the Auction, the Debtors, with the support of
11 the Consultation Parties, selected American Healthcare Systems Foundation Inc. and Layton 26, LLC
12 as successful bidders (the “Original Successful Bidders”).

13 **PLEASE TAKE FURTHER NOTICE** that, on July 5, 2023, the Debtors filed the *Debtors’*
14 *Notice of Motion and Motion for Entry of an Order (I) Authorizing the Sale of Substantially all of*
15 *the Debtors’ Assets Free and Clear of All Liens, Claims, and Encumbrances; (II) Authorizing the*
16 *Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III)*
17 *Granting Related Relief* [Docket No. 537] (the “Original Sale Motion”), which sought entry of an
18 order: (a) authorizing the sale (the “Original Sale”) of substantially all of the Debtors’ assets and
19 related relief to the Original Successful Bidders.

20 **PLEASE TAKE FURTHER NOTICE** that, on July 6, 2023, the Debtors filed and served
21 their *Notice of Executory Contracts and Unexpired Leases Designated By American Healthcare*
22 *Systems Foundation Inc. and Layton 26, LLC for Assumption and Assignment* [Docket No. 552] (the
23 “Assumption Notice”), which identified the contracts designated by AHS and Layton for assumption
24 and assignment pursuant to the terms of the Original Sale (the “Original Assumed Contracts List”).

25 **PLEASE TAKE FURTHER NOTICE** that in the weeks following the Auction, the
26 Debtors, Consultation Parties, Original Successful Bidders, and other parties in interest engaged in
27 extensive discussions and negotiations regarding the implementation and execution of the
28 transactions contemplated by the terms of the Original Sale. Despite these efforts, the parties were

1 unable to consummate final documentation consistent with the terms agreed at the Auction within
2 the original deadlines set forth by the Court. At the Court's direction, the Debtors provided additional
3 dates and deadlines for the Debtors to propose a sale that took into consideration the Debtors' severe
4 cash constraints and operational considerations for the Hospital. In the renewed, expedited timeline,
5 the Debtors received inbound interest from several parties, including AHS and White Memorial
6 Medical Center d/b/a Adventist Health White Memorial, a California nonprofit religious corporation
7 ("AHWM") and the previous Stalking Horse Bidder. In light of several developments, the Debtors
8 announced that the Beverly Hospital Board has deemed the modified bid submitted by AHWM the
9 Successful Bid for the Assets.

10 **PLEASE TAKE FURTHER NOTICE** that, on August 7, 2023, the Debtors filed the
11 *Debtors' Notice of Motion and Motion for Entry of an Order (I) Authorizing the Sale of Substantially*
12 *all of the Debtors' Assets Free and Clear of all Liens, Claims, and Encumbrances; to White Memorial*
13 *Medical Center d/b/a Adventist Health White Memorial Free and Clear; (II) Authorizing the*
14 *Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (III)*
15 *Granting Related Relief; Declaration of Jason A. Cohen in Support Thereof* [Docket No. 638] (the
16 "Sale Motion"). The Sale Motion seeks the entry of an order: (a) authorizing the sale (the "Sale") of
17 substantially all of the Debtors' assets to AHWM; (b) approving the Asset Purchase Agreement (the
18 "APA") attached thereto; (c) authorizing the assumption and assignment of the contracts and
19 unexpired leases and related cure costs as attached thereto; (d) waiving any stay of the effectiveness
20 of the Sale Order; and (e) granting related relief..

21 **PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit A is the list of
22 executory contracts and unexpired leases designated by AHWM for assumption and assignment to it
23 (the "AHWM Assumed Contracts List").

24 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the APA, AHWM reserves the right
25 to add to or remove from the AHWM Assumed Contracts List prior to the closing date of the Sale.

26 **PLEASE TAKE FURTHER NOTICE** that the inclusion of a contract, lease, or other
27 agreement on Exhibit A shall not constitute or be deemed a determination or admission by the
28 Debtors and/or their estates or any other party in interest that such contract, lease, or other agreement

1 is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and
2 any and all rights with respect thereto are expressly reserved.

3 **PLEASE TAKE FURTHER NOTICE** that, pursuant to an amended scheduling order
4 [Docket No. 637] (the “Amended Scheduling Order”), the hearing (the “Sale Hearing”) to approve
5 the Sale Motion and the assumption and assignment of the Assumed Contracts contemplated therein
6 will take place on **August 17, 2023, at 9:00 a.m. (Pacific Time)**. Any issues relating to adequate
7 assurance of future performance under the Assumed Contracts designated for assumption and
8 assignment to AHWM will also be heard at the Sale Hearing.

9 **PLEASE TAKE FURTHER NOTICE** that, pursuant to the Amended Scheduling Order,
10 any objections to the Sale Motion and the relief sought therein (each, a “Sale Objection”) must: (a)
11 be in writing; (b) comply with the Bankruptcy Rules and LBRs; (c) set forth the specific basis for
12 such Sale Objection; (d) be filed with the Court, together with proof of service, on or before 12:00
13 p.m. (prevailing Pacific Time) on **August 10, 2023, at 12:00 p.m. (Pacific Time)** (the “Sale
14 Objection Deadline”); and (e) be served, so as to be actually received on or before the Sale Objection
15 Deadline, upon: (i) counsel to the Debtors: Sheppard, Mullin, Richter & Hampton LLP, 321 N. Clark
16 Street, 32nd Floor, Chicago, IL 60654 (Attn: Justin R. Bernbrock; Catherine Jun; Robert B.
17 McLellarn), Emails: jbernbrock@sheppardmullin.com, cjun@sheppardmullin.com, and
18 rmclellarn@sheppardmullin.com; and/or Sheppard, Mullin, Richter & Hampton LLP, Avenue of the
19 Stars, Suite 1600 Los Angeles, CA 90067-6055 (Attn: Jennifer L. Nassiri and Alexandria G. Lattner),
20 Emails: jnassiri@sheppardmullin.com, alattner@sheppardmullin.com; (ii) the Debtors’ Investment
21 Banker: Portage Point Partners, 1330 Avenue of the Americas, 22nd Floor, New York, NY 10019
22 (Attn: Jason Cohen), Email: jcohen@ppllc.com and bev_ppp@ppllc.com; (iii) the Office of the
23 U.S. Trustee: 915 Wilshire Blvd., Suite 1850, Los Angeles, California 90017 (Attn: Kelly L.
24 Morrison), Email: kelly.l.morrison@usdoj.gov; and (iv) counsel to the DIP Lender, HRE
25 Montebello, LLC: Bryan Cave Leighton Paisner, LLP, 161 North Clark Street, Suite 4300, Chicago,
26 Illinois 60201 (Attn: Eric S. Prezant), Email: eric.prezant@bclplaw.com; 120 Broadway, Suite 300,
27 Los Angeles, California 90401(Attn: Sharon Z. Weiss and Olivia J. Scott);
28 sharon.weiss@bclplaw.com; and olivia.scott3@bclplaw.com; (vi) counsel to the Official

1 Committee: Dentons LLP, 601 S. Figueroa Street Suite 2500, Los Angeles, California 90017-5704,
2 (Attn: Samuel R. Maizel and Tania M. Moyron), Emails: samuel.maizel@dentons.com and
3 tania.moyron@dentons.com, and Sills Cummis & Gross P.C., (Attn: Andrew H. Sherman), Email:
4 asherman@sillscummis.com; and (v) counsel to U.S. Bank Trust Company National Association, as
5 Master Trustee, Greenberg Traurig, LLP, One International Place, Suite 200, Boston MA, 02110
6 (Attn: Colleen A. Murphy, Kevin J. Walsh, and Chris Marks), Emails: colleen.murphy@gtlaw.com,
7 kevin.walsh@gtlaw.com, and chris.marks@gtlaw.com.

8 **PLEASE TAKE FURTHER NOTICE** that, pursuant to Local Rule 9013-1(h), the failure
9 to file and serve a Sale Objection on or before the Sale Objection Deadline may be deemed by the
10 Court to be consent to the relief requested in the Sale Motion, including consent to the assumption
11 and assignment of the Assumed Contracts, and the objecting party may be forever barred from
12 objecting to the assumption and assignment of the Assumed Contracts and may not be heard at the
13 Sale Hearing, and this Court may enter the Sale Order without further notice to such party.

14 **PLEASE TAKE FURTHER NOTICE** that that the Sale Hearing will be held via Zoom and
15 additional information to access and attend the virtual hearing via Zoom.Gov may be available on
16 the Bankruptcy Court's website by viewing Judge Klein's tentative ruling calendar for August 17,
17 2023.

18 **PLEASE TAKE FURTHER NOTICE** that all filings related to the assumption and
19 assignment of the Assumed Contracts and the other matters described herein are available free of
20 charge at <https://www.kccllc.net/Beverly>.

21 **PLEASE TAKE FURTHER NOTICE** that this Notice will be served upon, among others:
22 (a) the Office of the U.S. Trustee; (b) the Debtors' Top 30 Unsecured Creditors; (c) counsel to the
23 Committee; (d) U.S. Bank, N.A. and counsel thereto; (e) Hanmi Bank and counsel thereto; (f) the
24 DIP Lender and counsel thereto; (g) the Internal Revenue Service; (h) the Office of the Attorney
25 General of the State of California; (i) counterparties to Assumed Contracts designated for assumption
26 and assignment to the Successful Bidders; and (j) all other parties who have filed a request for special
27 notice and service of papers with the clerk of this Court. Any parties seeking to obtain additional
28 copies may also do so by contacting counsel to the Debtors whose contact information is as follows:

1 Sheppard, Mullin, Richter & Hampton LLP, Attn: Justin R. Bernbrock, Email:
2 jbernbrock@sheppardmullin.com, Catherine Jun, Email: cjun@sheppardmullin.com, Robert B.
3 McLellarn, Email: rmclellarn@sheppardmullin.com, Tel: (312) 499-6300, Address: 321 North Clark
4 Street, 32nd Floor, Chicago, Illinois 60654, and/or Jennifer L. Nassiri, Email:
5 jnassiri@sheppardmullin.com, Alexandria Lattner, Email: alattner@sheppardmullin.com, Tel.:
6 (714) 424-2838, Address: Avenue of the Stars, Suite 1600 Los Angeles, CA 90067-6055.

7 Dated: August 7, 2023

8 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

9
10 By /s/ Jennifer L. Nassiri
11 Jennifer L. Nassiri

12 JUSTIN R. BERNBROCK
13 JENNIFER L. NASSIRI
14 CATHERINE JUN
15 ROBERT B. McLELLARN
16 ALEXANDRIA G. LATTNER

17 Counsel to Debtors and Debtors in Possession

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Exhibit A

AHWM Assumed Contracts List

Contract Counterparty	Contract	Potential Cure Amount (Pre-Petition)
Beverly Hospital Registered Nurses Association/United Nurses Associations of California/Union of Health Care Professionals	Collective Bargaining Agreement between Beverly Hospital Registered Nurses Association/United Nurses Associations of California/Union of Health Care Professionals and Beverly Community Hospital Association d/b/a Beverly Hospital, dated February 4, 2022 – April 30, 2025, as amended	257,734
Huntington Technology Finance, Inc.	Lease Schedule No. 009R3 to Lease Agreement No. BE101405, by and among Huntington Technology Finance, Inc., Beverly Community Hospital Association d/b/a Beverly Hospital, dated January 27, 2023	333,116
Insight Direct USA Inc	Purchase Order No. 097107 by between and between Beverly Community Hospital Association d/b/a Beverly Hospital and Insight Direct USA Inc., dated	
Insight Direct USA Inc	Purchase Order No. 11644 by between and between Beverly Community Hospital Association d/b/a Beverly Hospital and Insight Direct USA Inc., dated December 1, 2020	138,334
Insight Direct USA Inc	Veeam Standard Support - Technical Support by and between Insight Direct USA, Inc. and Beverly Hospital, dated 8/11/2020	
Insight Direct USA Inc	Service Agreement by and between Insight Direct USA, Inc. and Beverly Hospital, dated 3/1/2021	
Access Record Xpress of California	Records Management and Storage Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Access Record Xpress of California, dated	84,990
Access Record Xpress of California	Purchase Order No. 119684, by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Access Record Xpress of California LLC, dated	
MediWaste Disposal, LLC	Service Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and MediWaste Disposal LLC, dated January 27, 2023	46,330
Athens Services	Non Hazardous Waste Removal, Recycling and Disposal Service Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Athens Services	14,597
Haemokinetics, LLC	Contract for Performance of Services Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Haemokinetics LLC, dated	85,434
Kyocera Document Solutions	Rental Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Kyocera Document Solutions America, dated October 7, 2019	18,368
Universal Medical	Full Service Contract Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Universal Medical Systems LLC, dated	-
TRL Systems Inc	Purchase Order No. 073253 re: Lab Door Access Control by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated	15,263
TRL Systems Inc	2023 Fire Alarm Safety Testing Agreement - Medical Plaza by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated	2,430
TRL Systems Inc	2023 Fire Alarm Safety Testing Agreement - Woundcare Center by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated	1,361
TRL Systems Inc	2023 Fire Alarm Safety Testing Agreement - Main Hospital by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated	9,312
TRL Systems Inc	2023 Fire Alarm Relay Installation Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated January 27, 2023	7,021
TRL Systems Inc	2016 Fire Alarm Monitoring Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated May 5, 2016	495
TRL Systems Inc	Exhibit A to 2016 Fire Alarm Monitoring Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and TRL Systems, Inc., dated	-
Focus Medical Imaging, Inc.	Radiology Services Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Focus Medical Imaging, dated July 1, 2017, as amended on July 1, 2020 and amendment terminates on June 30, 2023; Medical Directorship Agreement by and between Beverly Community Hospital Association d/b/a Beverly Hospital and Focus Medical Imaging, Inc., dated July 1, 2017, as amended on July 1, 2020 and amendment terminates on June 30, 2023	-
ConvergeOne Inc	Master Services Agreement by and between ConvergeOne, Inc. and Beverly Hospital, dated 12/4/2017	
ConvergeOne Inc	Monthly Maintenance Agreement by and between ConvergeOne, Inc. and Beverly Hospital, dated 7/29/2019	
ConvergeOne Inc	OKTA Software and Service Support by and between ConvergeOne, Inc. and Beverly Hospital, dated 4/30/2020	
ConvergeOne Inc	Palo Alto Renewal Agreement by and between ConvergeOne, Inc. and Beverly Hospital, dated 7/29/2019	
ConvergeOne Inc	Palo Alto Renewal Agreement by and between ConvergeOne, Inc. and Beverly Hospital, dated 6/2/2020	
ConvergeOne Inc	Purchase Order #: 101007 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order #: 101006 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order #: 100967 by and between ConvergeOne, Inc. and Beverly Hospital	32,791
ConvergeOne Inc	Purchase Order #: 100964 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order #: 100966 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order #: 111837 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order #: 101186 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order #: 101712 by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Purchase Order re: Email Security 3 yr License by and between ConvergeOne, Inc. and Beverly Hospital	
ConvergeOne Inc	Solution Summary, Solution Quote, and Purchase Order re: August Cisco Secure Email XaaS Subscription	
DrFirst.com, Inc	Addendum to Master Agreement by and between DrFirst.com, Inc. and Beverly Hospital, dated 10/18/2017	
DrFirst.com, Inc	Amendment to Master Agreement for EPICS Gold with PDMP Access by and between DrFirst.com, Inc. and Beverly Hospital, dated 9/30/2018	23,005
DrFirst.com, Inc	Purchase Order No. 114893 by and between DrFirst.com, Inc. and Beverly Hospital, dated 9/29/2022	
DrFirst.com, Inc	Amendment to Master Agreement by and between DrFirst.com, Inc. and Beverly Hospital, dated 12/31/2021	
FormFast, Inc.	End-User License/Contract Agreement by and between FormFast, Inc. and Beverly Hospital, dated 5/19/2009	
FormFast, Inc.	Addendum #1 to FormFast Agreement by and between FormFast, Inc. and Beverly Hospital, dated 10/28/2015	
Google	Google Cloud Platform Terms of Service by and between Google and Beverly Hospital, dated 9/20/2021	
Iatric Systems, Inc.	Software Product Master License Agreement Addendum by and between Iatric Systems, Inc. and Beverly Hospital, dated 11/4/2009	
Iatric Systems, Inc.	Software Product Master Maintenance Agreement Addendum by and between Iatric Systems, Inc. and Beverly Hospital, dated 11/4/2009	
International Business Machines Corporation	Firm Order Letter by and between IBM Corporation and Beverly Hospital, dated 6/25/2020	
Intelligent Medical Objects, Inc.	IMO Enhanced Terminology Platform Addendum by and between Intelligent Medical Objects, Inc. and Beverly Hospital, dated 4/28/2016	
Intelligent Medical Objects, Inc.	IMO License Agreement by and between Intelligent Medical Objects, Inc. and Beverly Hospital, dated 12/10/2012	61,055
Interbit Data, Inc.	Software Agreement Amendment by and between Interbit Data, Inc. and Beverly Hospital, dated 2/6/2017	2,890
Kyocera Document Solutions	Document Management Project by and between Kyocera Document Solutions West, LLC and Beverly Hospital, dated 1/27/2020	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 4/24/2008	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 12/2/2009	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 5/31/2008	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 3/29/2011	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 6/30/2011	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 1/31/2013	170,611
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 10/30/2012	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 9/11/2013	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 1/14/2016	
Medical Information Technology, Inc.	Health Care Information System Software Agreement by and between Medical Information Technology, Inc. and Beverly Hospital, dated 7/22/2009	
Microsoft Corporation	Online Services Terms by and between Microsoft Corporation and Beverly Hospital, dated 10/1/2018	
Nuance	Healthcare Master Agreement by and between Nuance Communications, Inc. and Beverly Hospital, dated 3/30/2016	
Nuance	Order by and between Nuance Communications, Inc. and Beverly Hospital, dated 7/11/2016	
Nuance	Dragon Medical Network Edition Enterprise License by and between Nuance Communications, Inc. and Beverly Hospital	
Nuance	Certificate of Software License Purchase by and between Nuance Communications, Inc. and Beverly Hospital	46,715
Nuance	Purchase Order No. 116443 by and between Nuance Communications, Inc. and Beverly Hospital, dated December 1, 2022	
Nuance	Purchase Order No. 116449 by and between Nuance Communications, Inc. and Beverly Hospital, dated December 1, 2022	
Park Place dba Cloudwave	OpSustRecover Service Agreement by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, effective as of June 26, 2014 (as amended, supplemented or otherwise modified from time to time)	
Park Place dba Cloudwave	OpSustRecover Service Level Addendum for non-MEDITECH Enterprise Applications, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, effective as of June 26, 2014 (as amended, supplemented or otherwise modified from time to time)	15,956
Park Place dba Cloudwave	Change Order #R11, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated 3/16/21;	
Park Place dba Cloudwave	Change Order #R12.1, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated 1/27/22	3,588
Park Place dba Cloudwave	Change Order #R15, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated 3/6/22	
Park Place dba Cloudwave	Executed Quote # 09-RR-42-AW, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated September 27, 2022	
Park Place dba Cloudwave	Executed Quote # 02-RR-13-AW, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated February 21, 2023	89,601
Park Place dba Cloudwave	Executed Quote # 01-LN-25-LN, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated January 26, 2023	
Park Place dba Cloudwave	Quote # 636309, by and between Park Place International (PPI), LLC dba CloudWave and Beverly Hospital, dated December 31, 2022	4,041
Summit Healthcare Services, Inc	Summit Exchange Proposal by and between Summit Healthcare Services, Inc. and Beverly Hospital, dated 12/14/2016	
Summit Healthcare Services, Inc	Software and Services Proposal by and between Summit Healthcare Services, Inc. and Beverly Hospital	
Summit Healthcare Services, Inc	Business Associate Agreement by and between Summit Healthcare Services, Inc. and Beverly Hospital	
Summit Healthcare Services, Inc	Integration Services Proposal by and between Summit Healthcare Services, Inc. and Beverly Hospital	
Summit Healthcare Services, Inc	Demonstration Site Agreement by and between Summit Healthcare Services, Inc. and Beverly Hospital	
Summit Healthcare Services, Inc	Summit Exchange Upgrade by and between Summit Healthcare Services, Inc. and Beverly Hospital	
Summit Healthcare Services, Inc	1st Addendum to License Agreement by and between Summit Healthcare Services, Inc. and Beverly Hospital	
TIAA Commercial Finance, Inc.	Copy Rental Agreement by and between TIAA Commercial Finance, Inc. and Beverly Hospital, dated 10/7/2019	42,227
T-Mobile Financial LLC	Equipment Installment Plan Contract and Disclosures and Retail Installment Contract by and between T-Mobile Financial, LLC and Beverly Hospital, dated	
T-Mobile Financial LLC	Equipment Installment Plan Contract and Disclosures and Retail Installment Contract by and between T-Mobile Financial, LLC and Beverly Hospital, dated	1,539
T-Mobile Financial LLC	Disclosure Informing Company About Apple Business Manager and Company Authorization by and between T-Mobile Financial, LLC and Beverly Hospital	
U.S. TelePacific Corp.	Telecommunications Account Agreement by and between U.S. TelePacific Corp. and Beverly Hospital, dated 5/9/2014	
U.S. TelePacific Corp.	Service Agreement by and between U.S. TelePacific Corp. and Beverly Hospital, dated 4/22/2015	
U.S. TelePacific Corp.	Service Agreement by and between U.S. TelePacific Corp. and Beverly Hospital, dated 7/18/2018	17,161
U.S. TelePacific Corp.	Service Agreement by and between U.S. TelePacific Corp. and Beverly Hospital, dated 10/29/2019	
U.S. TelePacific Corp.	Service Agreement by and between U.S. TelePacific Corp. and Beverly Hospital, dated 8/13/2018	
Zoom Video Communications, Inc.	Zoom Order Form by and between Zoom Video Communications Inc. and Beverly Hospital, dated 1/19/2021	899

Schedule 1.1(a)(v)(a)
Leased Real Property¹

1. Ground Lease Agreement dated April 2, 1979 as amended by that certain Addendum to Lease dated April 2, 1979 between Beverly Community Hospital Association as lessor and Montebello Community Health Services, Inc. as lessee
2. Lease Agreement commencing on November 1, 2018 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Care (Tenant) for Suite 104A 101 E. Beverly Blvd., Montebello, CA
3. Lease dated June 1, 1997 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Community Hospital Association (Tenant), as amended by that certain First Amendment to Lease dated October 1, 2002 for 101 E. Beverly Blvd., Suite 104, Montebello, CA
4. Lease dated December 3, 1997 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Community Hospital Association (Tenant), as amended by that certain First Amendment to Lease dated May 1, 2003 for 101 E. Beverly Blvd., Suite 105, Montebello, CA

¹ This schedule does not include the space owned by Montebello and occupied by Beverly located at 318 W. Beverly Blvd., Montebello, CA.

Schedule 1.1(a)(v)(b)
Tenant Leases²

1. Ground Lease Agreement dated April 2, 1979 as amended by that certain Addendum to Lease dated April 2, 1979 between Beverly Community Hospital Association as lessor and Montebello Community Health Services, Inc. as lessee
2. Lease Agreement dated November 1, 2022 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Jackson Ma, M.D. (Tenant) for Suite 100A at 101 E. Beverly Blvd., Montebello, CA
3. Lease Agreement executed as of December 30, 2021 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Plaza RX, Inc. (Tenant), as amended by that certain Amendment to Page 4, Section 8, Use of Premises dated January 5, 2022 for Suite 101 at 101 E. Beverly Blvd., Montebello, CA
4. Lease Agreement dated January 11, 2019 by and between Montebello Community Health Services, Inc. (Landlord) and Comprehensive Cardiovascular Specialists Group (Tenant) for Suite 103 101 E. Beverly Blvd., Montebello, CA
5. Lease Agreement commencing on November 1, 2018 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Care (Tenant) for Suite 104A 101 E. Beverly Blvd., Montebello, CA
6. Lease dated June 1, 1997 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Community Hospital Association (Tenant), as amended by that certain First Amendment to Lease dated October 1, 2002 for 101 E. Beverly Blvd., Suite 104, Montebello, CA
7. Lease dated December 3, 1997 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Community Hospital Association (Tenant), as amended by that certain First Amendment to Lease dated May 1, 2003 for 101 E. Beverly Blvd., Suite 105, Montebello, CA
8. Lease Agreement entered into as of May 16, 2005 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Community Hospital Association (Tenant) for 413 N. Poplar Ave., Montebello, CA
9. Lease Agreement dated October 21, 2020 by and between Montebello Community Health Services, Inc. (Landlord) and TOI Management, LLC (Tenant) for Suite 200/203A at 101 E. Beverly Blvd., Montebello, CA
10. Lease Agreement dated May 8, 2015 by and between Montebello Community Health Services, Inc. (Landlord) and Victor M Wassily, M.D. (Tenant) for Suite 202 at 101 E. Beverly Blvd., Montebello, CA
11. Lease Agreement dated March 19, 2019 by and between Montebello Community Health Services, Inc. (Landlord) and Fernando Ibarra MD (Tenant) for Suite 203 at 101 E. Beverly Blvd., Montebello, CA
12. Lease Agreement dated May 16, 2006 by and between Montebello Community Health Services, Inc. (Landlord) and Abdul M. Alaama, M.D. (Tenant) for Suite 204 at 101 E. Beverly Blvd., Montebello, CA

² This schedule does not include the space owned by Montebello and occupied by Beverly located at 318 W. Beverly Blvd., Montebello, CA.

13. Lease Agreement executed as of January 1, 2022 by and between Montebello Community Health Services, Inc. (Landlord) and Agility Ortho MSO, Inc. (Tenant) for Suite 205 at 101 E. Beverly Blvd., Montebello, CA
14. Lease Agreement fully executed as of November 16, 2020 by and between Montebello Community Health Services, Inc. (Landlord) and TOI Management, LLC (Tenant) for Suite 206 at 101 E. Beverly Blvd., Montebello, CA
15. Lease Agreement executed as of July 2, 2019 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Care (Tenant) for Suite 301A at 101 E. Beverly Blvd., Montebello, CA
16. Lease Agreement dated May 1, 2022 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Care (Tenant) FOR Suite 301/305 at 101 E. Beverly Blvd., Montebello, CA
17. Lease Agreement dated June 12, 2019 by and between Montebello Community Health Services, Inc. (Landlord) and Suda Govindarajan, M.D., Inc., and Suda Govindarajan, M.D. (Tenant), as amended by that certain Amendment to Lease Agreement dated October 28, 2019 for Suite 302 at 101 E. Beverly Blvd., Montebello, CA
18. Lease Agreement executed as of August 15, 2018 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Care (Tenant) as amended by that certain Amendment to Lease Agreement dated August 15, 2018 for Suite 303 at 101 E. Beverly Blvd., Montebello, CA
19. Lease Agreement executed as of September 6, 2018 by and between Montebello Community Health Services, Inc. (Landlord) and Kidney Specialists, Inc. (Tenant) for Suite 304 at 101 E. Beverly Blvd., Montebello, CA
20. Lease Agreement commencing on September 1, 2004 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Krishna Narayanan, M.D., as an individual physician and Krishna Narayanan, M.D., Inc., a California medical corporation (Tenant) as amended by that certain Second Amendment to Lease Agreement dated November 1, 2013 for Suite 306 at 101 E. Beverly Blvd., Montebello, CA
21. Lease Agreement executed as of January 28, 2021 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Beverly Care (Tenant) for Suite 307 at 101 E. Beverly Blvd., Montebello, CA
22. Lease Agreement dated October 1, 2022 by and between Montebello Community Health Services, Inc. (Landlord) and Eliseo Mills, Jr., M.D. (Tenant) for Suite 400 at 101 E. Beverly Blvd., Montebello, CA
23. Lease Agreement executed as of June 5, 2007 by and between Montebello Community Health Services, Inc. (Landlord) and Mohammad Chaudhry, M.D. (Tenant) as amended by that certain Amendment to Lease Agreement dated May 1, 2007 for Suite 401 at 101 E. Beverly Blvd., Montebello, CA
24. Lease Agreement executed as of January 9, 2019 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Stephanee Hethumuni, M.D. (Tenant) for Suite 404 at 101 E. Beverly Blvd., Montebello, CA
25. Lease Agreement dated January 1, 2022 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Southern California Heart and Vascular Center (Tenant) for Suite 405 at 101 E. Beverly Blvd., Montebello, CA

26. Lease Agreement executed as of September 20, 2018 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Dr. Iftikhar A. Khan M.D. (Tenant) for Suite 406 at 101 E. Beverly Blvd., Montebello, CA
27. Lease Agreement executed as of October 8, 2007 by and between Montebello Community Health Services, Inc., a California nonprofit corporation (Landlord) and Mir-Basharat Ali, M.D. (Tenant) as amended by that certain Amendment to Lease Agreement dated October 18, 2010 and that certain Second Amendment to Lease Agreement dated March 27, 2013 for Suite 408 at 101 E. Beverly Blvd., Montebello, CA
28. Rental Agreement (Month to Month) dated October 11, 2017 by and between Montebello Community Health Services, Inc. (Landlord) and Christopher Frumento (Tenant) for 208 W. Beverly Boulevard, Montebello, CA
29. Rental Agreement dated September 27, 2017 by and between Montebello Community Health Services, Inc. (Landlord) and Christopher Frumento (Tenant) for 210 W. Beverly Boulevard, Montebello, CA
30. Frumento Properties Commercial Lease dated July 1, 2003 by and between Anthony and Barbara Frumento - Frumento Properties (Original Landlord) and Anthony J. Frumento, dba Frumento Italian Deli (Tenant), as amended by that certain Assignment of Lease dated July 14, 2003 by and between Anthony and Barbara Frumento - Frumento Properties (Assignors) and Anthony J. Frumento (Tenant) and Montebello Community Health Services, Inc. (Assignee/Landlord) for 212-218 W. Beverly Blvd., Montebello CA
31. Commercial Lease Agreement dated October 1, 2020 by and between Montebello Community Health Service, Inc. (Landlord) and Barua Himu dba Popular Liquor (Tenant) for 312 W. Beverly Blvd Montebello, CA
32. Standard Industrial/ Commercial Multi-Tenant Lease - Gross dated May 25, 2001 by and between Masao Ishihama & Asako Ishihama Revocable Trust dated 3/10/78 (Original Landlord) and Jacob Zulalyan dba Arax Deli (Tenant) and as currently leased by Montebello Community Health Service, Inc. (Landlord) for 316 W. Beverly Blvd, Montebello, CA
33. Lease dated September 6, 1973, by and among Allen E. Jones and Kathleen C. Jones (together, Original Landlord) and Kentucky Fried Chicken of Beverly (Original Tenant), as amended by that certain Assignment of Lease dated November 1, 1982 (Assignment) by and between Kentucky Fried Chicken of Beverly (Assignor) and Donald W. Steinke, James E. Short, and Barbara K. Short (collectively, Assignee), that certain Amendment to Lease dated February 3, 1989 (First Amendment) by and between Donald W. Steinke, James E. Short, and Barbara K. Short (collectively, Lessee) and Masao Ishihama (Lessor), and that certain Amendment to Lease Dated November 1, 2001 (Second Amendment) by and between Donald W. Steinke, James E. Short, and Barbara K Short (collectively, Lessee) and Masao Ishihama (Lessor) as currently leased by Montebello Community Health Service, Inc. (Landlord) and Alex Bana dba KFC (Tenant) for 320 W. Beverly Blvd., Montebello, CA
34. Residential Lease or Month-to-Month Rental Agreement dated April 1, 2022 by and between Montebello Community Health Services (Landlord) and Jocelyne Blanco, Christopher Ruvalcaba (Tenant) for 509 N. 3rd Street, Montebello, CA
35. Residential Lease or Month to Month Rental Agreement dated April 4, 2022 by and between Montebello Community Health Services (Landlord) and Rosa Doris Gutierrez and Juan Francisco Garcia (together, Tenant) for 509 ½ N. 3rd Street Montebello, CA

36. Residential Lease or Month to Month Rental Agreement dated July 8, 2022 by and between Montebello Community Health Services (Landlord) and Katy Mimi Chanthavong (Tenant) for 517 N. 3rd Street, Montebello CA
37. Residential Lease or Month to Month Rental Agreement dated July 22, 2022 by and between Montebello Community Health Services (Landlord) and Jeanne Leyva Paramo (Tenant) for 517 ½ N. 3rd Street, Montebello CA
38. Residential Lease or Month-to-Month Rental Agreement dated February 20, 2023, by and between Bolanle Olajide (Tenant) and Montebello Community Health Services (Landlord) for 519 N. 3rd Street, Montebello, CA
39. Residential Lease or Month-to-Month Rental Agreement dated July 2, 2022, by and between Eryssa Sophia Ninette Cerda and Jacob Walter Cabral (Tenant) and Montebello Community Health Services (Landlord) for 521 N. 3rd Street, Montebello, CA
40. Residential Lease or Month-to-Month Rental Agreement dated February 20, 2023, by and between Gilberto David Juarez (Tenant) and Montebello Community Health Services (Landlord) for 521 ½ N. 3rd Street Montebello, CA
41. Residential Lease or Month-To-Month Rental Agreement dated September 29, 2022 by and among Montebello Community Health Services (Landlord) and Mary E. McMahan Costabile, Taylor Ann McMahan, and John William Leatherby III (collectively, Tenant) for 523 N. 3rd Street Montebello, CA
42. Lease Agreement entered into as of May 16, 2005 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Community Hospital Association (Tenant) for 413 N. Poplar Ave., Montebello, CA
43. Lease Agreement executed as of December 12, 2018 by and between Montebello Community Health Services, Inc. (Landlord) and Beverly Care (Tenant) for 1920 Whittier Blvd., Montebello, CA

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, CA 90245

A true and correct copy of the foregoing document entitled (specify): **NOTICE OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES DESIGNATED BY WHITE MEMORIAL MEDICAL CENTER D/B/A ADVENTIST HEALTH WHITE MEMORIAL FOR ASSUMPTION AND ASSIGNMENT** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) August 7, 2023, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

See Attached Service List

Service information continued on attached page.

2. SERVED BY UNITED STATES MAIL:

On (date) August 7, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

The Honorable Sandra R. Klein
United States Bankruptcy Court, Edward R. Roybal Federal Building
255 E. Temple Street, Suite 1575, Los Angeles, CA 90012

Service information continued on attached page.

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date), August 7, 2023 I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 7, 2023	Jonathan Thompson	/s/ <i>Jonathan Thompson</i>
<u>Date</u>	<u>Printed Name</u>	<u>Signature</u>

SERVICE LIST (via NEF)

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Megan M Adeyemo	madeyemo@grsm.com; asoto@grsm.com
David E Ahdoot	dahdoot@bushgottlieb.com; kprestegard@bushgottlieb.com
Joseph M Ammar	ammar@milleranfield.com
Scott E Blakeley	seb@blakeleyllp.com; ecf@blakeleyllp.com
Joseph P Buchman	jbuchman@bwslaw.com; gmitchell@bwslaw.com
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Jacob Unger	junger@jacobungerlaw.com
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Emilio Eugene Varanini, IV	emilio.varanini@doj.ca.gov
Kevin Walsh	kevin.walsh@gtlaw.com

SERVICE LIST (via NEF)

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Roye Zur	rzur@elkinskalt.com; cavila@elkinskalt.com; lwageman@elkinskalt.com; 1648609420@filings.docketbird.com

SERVICE LIST (via First Class Mail)

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
TOP 30	Abbott Laboratories Inc	Nathan Scott	100 Abbot Park Road			Abbot Park	IL	60064
TOP 30	Advantis Medical Staffing	Elayne Goldmane	13155 Noel Road Suite 300			Dallas	TX	75240
Counsel for Advantis Medical Staffing	Akerman LLP	Evelina Gentry and Anthony D. Sbardellati	601 West Fifth Street, Suite 300			Los Angeles	CA	90071
TOP 30	Allied Universal Security Services	Moises Rodriguez	161 Washington St Suite 600			Conshohocken	PA	19428
TOP 30	Arthrex, Inc	Carla Pitcher	2825 Airview Boulevard			Kalamazoo	MI	49002
Office of the Attorney General of the United States	Attorney General of the United States	U.S. Department of Justice	950 Pennsylvania Avenue, NW			Washington	DC	20530-0001
TOP 30	Boston Scientific Corp	Kathleen Homsab	300 Boston Scientific Way			Marlborough	MA	01752-1234
Counsel for Sodexo	Brown McGarry Nimeroff LLC	Jami B. Nimeroff	Two Penn Center, Suite 610	1500 John F. Kennedy Boulevard		Philadelphia	PA	19102
Counsel for United Nurses Associations of California/Union of Health Care Professionals	Bush Gottlieb, A Law Corporation	David E. Ahdoott, Kirk M. Prestegard and Adrian R. Butler	801 North Brand Boulevard	Suite 950		Glendale	CA	91203
TOP 30	California Department Of Health Care Services	Tomas J. Aragon	1501 Capitol Avenue, Suite 4510			Sacramento	CA	95814
California Department of Health Care Services	California Department of Health Care Services	Jennifer Kent, Director	1501 Capitol Avenue, Suite 4510			Sacramento	CA	95814
California Department of Public Health	California Department of Public Health	Stephanie Spich	PO Box 997377 MS 0500			Sacramento	CA	95899-7377
California Secretary of State	California Secretary of State		1500 11th Street			Sacramento	CA	95814
California State Board of Pharmacy	California State Board of Pharmacy		1625 North Market Boulevard			Sacramento	CA	95834
California Statewide Communities Development Authority	California Statewide Communities Development Authority	Chair	1100 K Street, Suite 101			Sacramento	CA	95814
California Statewide Communities Development Authority	California Statewide Communities Development Authority	James Hamill	1700 N. Broadway, Suite 405			Walnut Creek	CA	94596
Center for Medicare and Medicaid Services	Center for Medicare and Medicaid Services	Steven Chickering, the Associate Regional Administrator	90 – 7th Street, Suite 5-300			San Francisco	CA	94103-6706
TOP 30	Cepheid Inc.	Susan Jose	904 E Caribbean Dr			Sunnyvale	CA	94089
TOP 30	Cloudwave	Lorraine Sarno	100 Crowley Dr.			Marlborough	MA	01752
TOP 30	Constellation New Energy-Gas	Zachary Kecyzkcy	9400 Bunsen Parkway Suite 100			Louisville	KY	40220
Counsel to the Official Committee of Unsecured Creditors	Dentons US LLP	Tania M. Moyron, Samuel R. Maizel and Rebecca M. Wicks	601 South Figueroa Street, Suite 2500			Los Angeles	CA	90017-5704
Department of Health Care Services	Department of Health Care Services	Tanya Homman, Chief of Provider Enrollment Division	MS 4704, P.O. Box 997412			Sacramento	CA	95899-7412
Employment Development Dept.	Employment Development Dept.		722 Capitol Mall, MIC 92E			Sacramento	CA	95814
TOP 30	First Financial Holdings Llc	Ricardo Oseguera	750 The City Drive South, Suite 300			Orange	CA	92868
TOP 30	Huntington Technology Finance	Brent McQueen	2285 Franklin Road			Bloomfield Hills	MI	48302
IRS	Internal Revenue Service	Attn Susanne Larson	31 Hopkins Plz Rm 1150			Baltimore	MD	21201
IRS	Internal Revenue Service	Centralized Insolvency Operation	P.O. Box 7346			Philadelphia	PA	19101-7346
IRS	Internal Revenue Service	Centralized Insolvency Operation	2970 Market St			Philadelphia	PA	19104
IRS	Internal Revenue Service		300 North Los Angeles Street			Los Angeles	CA	90012
IRS	Internal Revenue Service		600 Arch Street			Philadelphia	PA	19101
Counsel to Medline Industries, LP	Lowenstein Sandler LLP	Robert M. Hirsh and Phillip Khezri	1251 Avenue of the Americas			New York	NY	10020
TOP 30	Medical Information Technology, Inc	Goretti Medeiros	7 Blue Hill River Road			Canton	MA	02021
TOP 30	Medline Industries Inc	Brent Fogel	Three Lakes Drive			Northfield	IL	60093
TOP 30	Medstar Anesthesia Services Inc	Robert Resnick	9251 Wedgewood St			Temple City	CA	91780
National Association of Attorneys General	National Association of Attorneys General		1850 M Street NW, 12th Floor			Washington	DC	20036
TOP 30	Noridian Healthcare Solutions, LLC	Theresa Pachel	900 42nd Street S			Fargo	ND	58103
Attorney General of California	Office of the Attorney General	Emilio Varanini, Supervising Deputy Attorney General	455 Golden Gate Ave., Suite 11000			San Francisco	CA	94102
Attorney General of California	Office of the Attorney General	Neli Palma and Melissa Hamill	1300 I Street P.O. Box 944255			Sacramento	CA	94244-2550
Attorney General of California	Office of the Attorney General	Roma Patel, Deputy Attorney General	300 South Spring Street, Suite 7505			Los Angeles	CA	90013-1230
Office of the Attorney General of California	Office of the Attorney General of California	Consumer Law Section	Attn Bankruptcy Notices	455 Golden Gate Ave., Suite 11000		San Francisco	CA	94102
Deputy General Counsel to California Department of Health Care Services	Office of the California Attorney General	Department of Justice	Kenneth K. Wang	300 South Spring Street, Suite 1702		Los Angeles	CA	90013

SERVICE LIST (via First Class Mail)

Description	CreditorName	CreditorNoticeName	Address1	Address2	Address3	City	State	Zip
Office of the CA Attorney General	Office of the California Attorney General	Department of Justice	Jennifer Kim	300 South Spring Street, Floor 9		Los Angeles	CA	90013
TOP 30	Outset Medical Inc	Andy Rabon	3052 Orchard Drive			San Jose	CA	95134
TOP 30	Philips Healthcare	Jose Rivera	222 Jacobs Street			Cambridge	MA	02141
Counsel for California Statewide Communities Development Corporation dba CSDA	Richards, Watson & Gershon	Stephen D. Lee	350 South Grand Avenue, 37th Floor			Los Angeles	CA	90071
TOP 30	Shiftwise	Jennifer Folds	200 SW Market Street Suite 700			Portland	OR	97201
Proposed Counsel to the Official Committee of Unsecured Creditors	Sills Cummis & Gross P.C.	Andrew Sherman and Boris Mankovetskiy	One Riverfront Plaza			Newark	NJ	07102
TOP 30	Sodexo Inc & Affiliates	Luis Lunalluna	9801 Washingtonian Boulevard			Gaithersburg	MD	20878
State of California Employment Development Department	State of California Employment Development Department	Bankruptcy Group MIC 92E	P. O. Box 826880			Sacramento	CA	94280-0001
TOP 30	Stryker Endoscopy	Joe Gallinatti	5900 Optical Ct			San Jose	CA	95138
TOP 30	Stryker Instruments	Donovan Reiley	4100 E. Milham Road			Kalamazoo	MI	49001
TOP 30	Stryker Orthopedics	Trent Zaks	325 Corporate Drive			Mahwah	NJ	07430
U.S. Department of Health & Human Services	U.S. Department of Health & Human Services	Alex M. Azar II, Secretary	200 Independence Avenue, S.W.			Washington	DC	20201
U.S. Department of Health and Human Services	U.S. Department of Health and Human Services	Angela M. Belgrave, Assistant Regional Counsel	Office of the General Counsel, Region IX	90 7th Street, Suite 4-500		San Francisco	CA	94103-6705
United States Attorney's Office	United States Attorneys Office	Central District of California	312 North Spring Street	Suite 1200		Los Angeles	CA	90012
United States Attorney's Office	United States Attorneys Office	Northern District of California	150 Almaden Boulevard	Suite 900		San Jose	CA	95113
U.S. Department of Health and Human Services, among other agencies and departments of the United States	United States Department of Justice	Civil Division	Augustus T. Curtis	P.O. Box 875	Ben Franklin Station	Washington	DC	20044-0875
United States Attorney General	United States Department of Justice	Ben Franklin Station	P. O. Box 683			Washington	DC	20044
Office of the United States Trustee	United States Trustee	Peter C. Anderson	Office of the UST/DOJ	915 Wilshire Blvd., Suite 1850		Los Angeles	CA	90017
Chambers	USBC Central District of California	Hon. Sandra R. Klein	Edward R. Roybal Federal Building and U.S. Courthouse	255 East Temple Street, Suite 1582		Los Angeles	CA	90012

SERVICE LIST (via Electronic Mail)

Description	CreditorName	CreditorNoticeName	Email
TOP 30	Abbott Laboratories Inc	Nathan Scott	nathan.scott@abbott.com
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